

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Contract expiration or termination.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty (60) calendar days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(End of clause)

52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

(End of clause)

52.223-6 Drug-Free Workplace (Jan 1997)

(a) Definitions. As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall— within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

52.224-1 Privacy Act Notification (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

52.224-2 Privacy Act (APR 1984)

(a) The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) Definitions.

(1) Operation of a system of records, as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) Record, as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) System of records on individuals, as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.225-14 Inconsistency between English Version and Translation of Contract. (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by

EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____
[the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this

contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.237-3 Continuity of Services. (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officers written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officers approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-15 Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(3) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.246-4 Inspection of Services—Fixed-Price. (Aug 1996)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements;

and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

52.247-27 Contract Not Affected by Oral Agreement (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

PART III: CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (AUG 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[N/A] (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

[X] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

[X] (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[N/A] (ii) Alternate I to 52.219-5.

[N/A] (iii) Alternate II to 52.219-5.

[X] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

[X] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

[N/A] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

[X] (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)[N/A] Alternate I of 52.219-23.

[N/A] (9) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[N/A] (10) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[X] (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

[X] (12) 52.222-26, Equal Opportunity (E.O. 11246).

[X] (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[X] (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

[X] (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[N/A] (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

[N/A] (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

[N/A] (17) 52.225-1, Buy American Act – Balance of Payments Program – Supplies (41 U.S.C. 10a – 10d).

[N/A] (18)(i) 52.225-3, Buy American Act- North American Free Trade Agreement-Israeli Trade Act – Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[N/A] (ii) Alternate I of 52.225-3

[N/A] (iii) Alternate II of 52.225-3

[N/A] (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[N/A] (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129.)

[N/A] (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[N/A] (22) 52.225-16, Sanctioned European Country Union Country Services (E.O. 12849).

[N/A] (23) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).

[X] (24) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).

[N/A] (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[N/A] (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[N/A] (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

[N/A] (ii) Alternate I of 52.247-64

(c) The Contractor shall to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

[N/A] (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

[N/A] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[N/A] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[N/A] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[N/A] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

[N/A] (6) 52.222-50, Non Displacement of Qualified Workers (Executive Order 12933)

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
(End of clause)

PART IV INSTRUCTIONS/INFORMATION FOR OFFERORS

52.212-1 Instructions to Offerors—Commercial Items (MAR 2000)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the—

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

ADDENDUM TO 52.212-1

Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for a period of sixty (60) calendar days from the date specified for receipt of offers. If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected. The offeror agrees to execute all that is undertaken to do, in compliance with this offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated or within any extension thereof which has been agreed to by the offeror.

PROPOSAL/ SUBMISSION / EVALUATION:

A detailed cost proposal must be submitted under separate cover from the technical proposal. All information must be received in triplicate, in a sealed envelope, with supporting documents. The technical proposal must provide sufficient information to demonstrate the offeror meets the MINIMUM MANAGEMENT AND TECHNICAL REQUIREMENTS described in FAR Provision 52.212-2, Evaluation – Commercial Items. The Technical Proposal must not contain any reference to cost; however, resource information must be submitted in order that your understanding of the scope of work may be evaluated. The Cost/ Price portion of each proposal will be submitted in the space provided in the Schedule of Services and in its own separate envelope for evaluation by the Contracting Officer. The Technical Proposal shall address all elements listed in the Addendum to FAR Clause 52.212-2 with the exception of Cost/Price. All envelopes shall be clearly marked with the RFP number at the lower left hand corner. Each envelope will be identified as VOLUME I - "COST/ PRICE PROPOSAL" and VOLUME II - "TECHNICAL PROPOSAL". Your proposal will become part of the official contract file. Your special attention is directed to the requirements for technical and business proposal to be submitted in accordance with these instructions. Any resultant contract shall include the general provision applicable to the selected offeror's organization and type of contract awarded. The Government will evaluate proposals in accordance with the evaluation factors set forth in The Addendum to FAR clause 52.212-2.

Volume I - COST/PRICE:

The executed Request for Proposal (RFP) shall consist of the following:

- a. Pricing Proposal. The offeror's pricing proposal, consisting of a properly completed and signed solicitation document as specified in Block 28 of Standard Form 1449. Offerors shall complete Blocks 17, 30a, 30b, and 30c of the Standard Form 1449. All forms must contain the original signature of the official authorized to commit their firm to a contractual agreement.
- b. Acknowledging Amendments. Offeror must acknowledge receipt and acceptance of all amendments to the solicitation. In doing so, a firm may either complete the area on SF 1449 titled "Acknowledgement of Amendments" sign and return each with the proposal submission package.
- c. Complete all certifications required regarding responsibility as stated throughout the contract and those contained in "Offeror's Representations and Certifications". "ALL" certifications and representations must be completed.
- d. Cost or price information shall be included in the pricing proposal by completing all of the required pricing information.

- e. A properly completed and signed Solicitation Mailing List Application (SF 129) must also be submitted (SEE ATTACHMENT). All documents required by the terms and conditions of this RFP must be submitted with the proposal package by the date and time specified.

Volume II – TECHNICAL PROPOSAL:

Submission of all documentation cited as evaluation factors submitted in this volume. This information is required and critical regarding the review of your firms Past Performance and Personnel Qualifications and Competence. All information submitted will be reviewed, considered and evaluated in conjunction with the cost/price information submitted in Volume I. No cost/price information shall be included in Volume II.

HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE:

- a) Any "handcarried" offer must be received at the depository indicated on Standard Form 1449 of this solicitation by the date and time specified for receipt of offer. Evidence to establish the time of receipt at the government installation is the date/time stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- b) Offers delivered by an "Express Delivery" service will be considered "handcarried". Therefore offerors that respond to this solicitation using an "Express Delivery" service must ensure that the express delivery service "handcarries" the offer to the depository indicated on Standard Form 1449.
- c) The term "Express Delivery" service does not include Express Mail delivered by the United States Postal Service.

PRE-AWARD SURVEY:

The Government will conduct a pre-award site visit and a pre-award survey to obtain from available sources, relevant information concerning the offerors' ability to satisfy responsibility standards.

AWARD BASED ON INITIAL OFFERS:

The Contracting Officer is interested in limiting discussions of offers. Accordingly, offerors are cautioned to submit their initial offers based on most favorable terms, price, technical and other factors. The government reserves the right to make an award based on initial proposals received, without discussions. The VA intends to award a single contract inclusive of all three locations but reserves the right to make single individual awards or multiple awards pending availability of funding for each location. The Government may reject any and/or all offers if such action is in the government's best interest.

INSTRUCTIONS FOR SUBMISSION OF TECHNICAL PROPOSAL:

- A. The (Technical Proposal must provide sufficient information to address each of the Technical Evaluation criteria, i.e. Experience/ Professional Management; Quality and Continuity of Care; Business Management, and Past Performance found at FAR Provision 52.212-2, Evaluation – Commercial Items.
- B. In order that each offeror's proposal be properly evaluated, it is necessary that each offeror sufficiently respond to all items in the same order as presented herein. Offers shall be organized with sections appropriately identified. Offerors are to propose how they intend to fulfill the requirements of this solicitation and how their total offer will meet the minimum needs of the specifications as set forth herein. The Technical Proposal will primarily determine the qualifications and capability of the offeror to furnish the services called for by the solicitation. It should be specific and complete in every detail. The proposal should be concise and provide sufficient information to demonstrate the offeror's capacity to satisfactorily perform the tasks outlined. For each evaluation criteria listed, the offeror should site the factor, subfactor being addressed. For example:

1.1 Quality:

(i) Briefly describe your approach to timelines of care; appointment scheduling and patient's waiting time while in the clinic.

(ii) Offeror to provide information that would address the above subfactor.

C. The technical proposal must describe the number of new Members the offeror can manage each month, i.e., assign a primary care physician, schedule the initial exam, and actually provide the exam within the time frame identified in the contract. This information will assist the VA in determining how many new Members to refer each month.

D. (1) Cover Letter: Section 1 shall be a maximum two-page "Cover Letter" and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who has the actual power to bid and make representatives relative to the proposal and any resultant contract, for the organization.

(2) Table of Contents: Section 2 shall be a detailed "Table of Contents" and shall include an outline of the proposal, identified by a sequential page number and by section reference and section title.

(3) Narrative response to Evaluation Factors: The evaluation factors for this solicitation include four (4) groups. Understanding the factors and the associated criteria indicate the excellence of the work offered and the ability of the offeror to actually accomplish what is offered. Proposals will be evaluated based upon factors and criteria set forth herein. Of the evaluation criteria to be utilized as a basis for award, the relative importance of each factor is shown in descending order of preference.

(4) Subcontracting Plan for a Large Business: The offeror, if a large business, must submit a subcontracting plan in accordance with FAR Clause 52.219-9 Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan, as part of the Technical Proposal.

(5) **EVALUATION CRITERIA:** (See pages 49-52)

(a) TECHNICAL EVALUATION FACTORS: The factors and subfactors (listed in The Addendum to FAR clause 52.212-2) are integrated in order to provide an overall evaluation. Each factor and subfactor will be numerically scored.

5(a).1 Qualifications and Competence of Professional Management: This factor will be used to determine each offeror's ability to provide qualified staff who possess the described expertise.

5(a).2 Quality and Continuity of Care / Capacity To Meet Requirements: This factor will be used to determine the offeror's approach to timeliness of care and the ability to provide the full range of services under this contract. All services must be coordinated to maintain quality and continuity of patient care.

5(a).3 Business Management: This factor will be used to determine each offeror's ability to provide a location that is conveniently located for the veteran as described in the specifications and to provide hours of operation that allow for scheduling patient appointments within specified time frames.

5(a).4 Past Performance: Describe pertinent contracts of a similar nature listed in descending order of most recent. Provide references, to include firm name, point of contact and phone number.

(b) PRICE: This indicates what each offeror's proposal will cost the Government, if selected. Proposed costs are analyzed to determine the probable "cost of doing business" and to identify and weight features that could cause a given proposal to cost more or less than others, and by what amount. This factor will be numerically scored. Submit prices on a "Per Member, Per Month" basis for the base contract year and option years, all inclusive for the estimated number of patients identified. The cost stated in the Schedule of Services is to be inclusive of all Primary Care Services and must be stated as a capitation rate per veteran.

RESPONSIBILITY OF OFFERORS:

Responsibility determinations will be made in accordance with FAR 9.1, Responsible Prospective Contractors.

PREPARATION OF PROPOSALS:

The VAMC will not pay any costs incurred in preparation and submission of proposals.

852.270-1 Representatives of Contracting Officers (APR 1984)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation shall be furnished the contractor.

(End of Provision)

52.214-34 Submission Have Offers In the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 Submission Of Offers In U.S. Currency (Apr 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of Provision)

52.216-27 Single Or Multiple Awards (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

52.233-2 Service of Protest (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer (90C), VA Medical Center, 1201 NW 16th St., Miami, Florida 33125.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

852.233-70 Protest content (JAN 1998)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, FAX number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protestor's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest including a description of resulting prejudice to the protestor, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested.

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.
(End of Provision)

FAILURE TO SUBMIT OFFER

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipients name may be removed from the applicable mailing list.

PART V:

EVALUATION

52.212-2 Evaluation—Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Offerors shall submit in detail adequate information for evaluation purposes on the following evaluation criteria. Each area shall be specifically labeled and identifiably separate from the other areas. The award will be on a firm fixed price. Price shall be submitted under separate cover from the other evaluation criteria. The offeror with the lowest capitation rate alone will not necessarily be awarded the contract.

Proposals received in response to this Solicitation will be evaluated. The Technical Evaluation Criteria factors for this solicitation includes four (4) groups: (A) QUALIFICATIONS AND COMPETENCE OF PROFESSIONAL MANAGEMENT, (B) COORDINATION AND CONTINUITY OF CARE/ CAPACITY TO MEET REQUIREMENTS, (C) PAST PERFORMANCE , (D) COST.

Understanding the factors and the associated criteria indicate the excellence of the work offered and the ability of the offeror to actually accomplish what is offered. Proposals will be evaluated based upon factors and criteria set forth herein. The four groups are of equal importance. The relative importance of each sub-factor is shown in descending order of preference. The sub-factor are integrated in order to provide an overall evaluation. Each sub-factor will be numerically scored. The relative importance of all other evaluation factors when combined are significantly more important than cost or price.

However, the VA reserves the right to make award to higher priced offeror based upon a determination that the technical proposal is sufficiently superior to the lower priced offer to justify the award based upon the best value to the Government.

TECHNICAL EVALUATION CRITERIA FACTORS:**A. QUALIFICATIONS AND COMPETENCE OF PROFESSIONAL MANAGEMENT:**

(1) Provide a list of the names of the qualified physicians, physician assistants, nurse practitioners, and other primary care provider staff intended to be utilized in the performance of this contract and/or describe the mechanism used to provide qualified physicians, physician assistants, nurse practitioners, and primary care provider staff to perform the contract work.

(a) Provide copies of the following information on any physician to be assigned to this contract. Include physicians providing coverage relief:

1. Board certification in Internal Medicine and/or Family Practice.
2. Active, current, unrestricted license.
3. Curriculum Vitae.
4. Completed application process information including Application Form 10-2850 and three (3) narrative letters of reference.

(b) Provide copies of the following information on any physician assistant to be assigned to this contract:

1. Transcripts from an AMA-accredited Physician Assistant Program.
2. Graduation certificate from an AMA-accredited Physician Assistant Training Program.
3. Active current Physician Assistant certification.
4. Active current unrestricted license.
5. Curriculum Vitae.
6. Completed Application Form 10-2850c including three (3) narrative letters of reference.

(c) Provide copies of the following information on any nurse practitioner to be assigned to this contract:

1. Transcripts from an Accredited Nurse Practitioner Program.
2. Graduation certificate from an Accredited Nurse Practitioner Program.
3. Active current unrestricted license.
4. Curriculum Vitae.
5. Completed Application Form 10-2850a including three (3) narrative letters of reference.

(2) List the number of administrative support staff and describe the level of training and experience that will be utilized to meet the administrative support functions of this contract, including such functions as patient scheduling, medical record documentation, record processing and reporting, grievance system, and quality assurance and performance improvement.

- (3) Describe your organizational structure and management practices relative to the requirements contained in this contract.
- (4) Describe the mechanism to schedule qualified VA credentialed physicians and staff to cover the required clinic schedule. Describe contingency plan for covering enrolled patients' appointments due to scheduled or unscheduled leave.
- (5) Describe average personnel turnover rate and how it might affect contract performance. Describe the capability to recruit adequate staffing to meet the needs of this contract.

B. COORDINATION AND CONTINUITY OF CARE /CAPACITY TO MEET REQUIREMENTS:

- (1) Describe the ability to provide the full range of services covered under this contract (include sub-contractor plans, if applicable. Past efforts to subcontract with small, small disadvantaged and women owned small business).
- (2) Describe the performance measures that will be implemented to monitor quality, appropriateness of care and patient satisfaction. Describe approach to timeliness of care; appointment scheduling and patient waiting time while in your clinic.
- (3) Describe the computer hardware and software and other office equipment available to be utilized under this contract. Describe a detailed contingency plan along with explanations as to how coverage will be provided during emergencies (i.e. illness, no-shows, etc. or labor problems) and equipment downtime.
- (4) Briefly describe your informed consent procedure. Include a sample of your current form/instructions. Include a brief description of the procedures that you perform in your office that require an informed consent.
- (5) Accessibility (including site visit to be conducted prior to award):
 - a) Provide a narrative as to how the facility's structure and geographic location can best serve the patients anticipated to use this program.
 - 1) Specify location of proposed facility to be utilized under this contract. Include mailing list, street address, city, town, and county as applicable.
 - 2) Describe access to public transportation at this facility
 - 3) Describe location of this facility in relation to major highways
 - 4) Describe availability of adequate parking at this facility
 - 5) Describe handicap accessibility of and in this facility.
- (6) Specify the hours of operation that will be provided with this offer. Further explanation of office hours is provided in Special Contract Requirements section.

C. PAST PERFORMANCE:

- (1) Past performance information is one indicator of an offeror's ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends of the contractor's performance will be considered as it pertains to the performance of work described in this solicitation. Provide a minimum of three references including Federal, State and Local (government and private), including contract number, name of facility, address, telephone number and name of responsible individuals who would have first hand knowledge of performance relative to the same type of service. The offeror agrees to allow the government's representative to contact the establishments listed and inquire about past performance of the offeror. Offerors with no relevant performance history will not be evaluated favorably or unfavorably on past performance. Offers may provide

information on problems encountered on identified contracts and the offeror's corrective action. The Government shall consider this information as well as information obtained from other sources, when evaluating the offeror's past performance. The VA shall determine the relevance of similar past performance information.

D. COST:

The cost stated in the Schedule of Services is to be inclusive of all Primary Care Services and must be stated as a capitation rate per veteran per month.

Prospective offerors are reminded to address each of these factors in detail since source selection will result from this evaluation process.

(b) Options.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

ADDENDUM TO 52.212-2

Proposals will be evaluated in accordance with the requirements of the federal Acquisition Regulation (FAR) Part 15. When all proposal evaluations (Technical and Price) are completed, The Contracting Officer will make the judgments required, all factors considered, in the selection of the offeror whom he/she considers having the ability to perform overall the contract in a manner most advantageous to the Government.

The award will be on a firm fixed price. Offerors must cite a price that is inclusive of all primary care services and the price must be stated as a capitation rate per veteran. After receipt of proposals, a determination shall be made of which proposals are in the competitive range for the purpose of conducting written and/or oral discussions, if necessary. Offerors should note that award may be made on initial offers received, without discussions.

The VA intends to award a single contract inclusive of all three locations but reserves the right to make single individual awards or multiple awards pending the availability of funding for each location. The Government may reject any and all offers if such action is in the Government's best interest. The Government will make an award based on best value to the government by performing a price/technical tradeoff analysis.

PART VI: REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

52.212-3 Offeror Representations and Certifications Commercial Items. (FEB 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern—

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: 31-0676670

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☒ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name Steeling Medical Corporation

TIN 31-1278260

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

☐ 50 or fewer

☐ \$1 million or less

☐ 51-100

☐ \$1,000,001 - \$2 million

<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124 Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246—(1) Previous contracts and compliance. The offeror represents that—

(i) It ☒ has, ☐ has not participated in a previous Contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☒ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act—Trade Agreements—Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act—Trade Agreement—Balance of Payments Program—Supplies, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause entitled "Buy American Act—Trade Agreements—Balance of Payments Program—Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) Offers will evaluate offers in accordance with the policies and procedures of FAR Part 25. (g)(1) Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program Certificate. (Applies only if the clause FAR 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program is included in this solicitation.)

(i) The offeror certifies that each end product, except for those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program". The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Line Item No	Country of Origin
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act – North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (FEB 2000). If alternate I to the clause at FAR 52.225-3 is included in this solicitation substitute the following paragraph (g)(1)(ii) for the paragraph (g)(1)(ii) of the basic provision

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act–North American Free Trade Agreements- Israeli Trade Act–Balance of Payments Program Certificate, Alternate II (FEB 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American. (Applies only if FAR clause 52.225-21, Buy American Act-North American Free Trade Agreement-Israeli Trade Act–Balance of Payments Program:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(6) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S. made, designated country, Caribbean Basin Country, or NAFTA country and product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S. made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.

Country of Origin

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S. made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or Balance of Payments Program. The Government will consider for award only offers of U.S. made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies to the best of its knowledge and belief, that –

- (1) The offeror and any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) [] Have, [] have no, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

ADDEMDUM TO 52.212-3

52.204-6 Data Universal Numbering System (DUNS) Number. (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The (DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

DUNS Number _____

(End of provision)

52.219-1 Small Business Programs Representations. (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 6411.

(2) The small business size standard is \$5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002..(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

852.219-70 Veteran-Owned Small Business. (DEC 1990)

The offeror represents that the firm submitting this offer () is (X) is not, a veteran-owned small business, () is (V) is not, a Vietnam era veteran-owned small business, and () is (X) is not, a disabled veteran-owned small business. A veteran-owned small business is defined as a small business, at least 51 percent of which is owned by a veteran who also controls and operates the business. Control in this context means exercising the power to make policy decisions. Operate in this context means actively involved in the day-to-day management. For the purpose of this definition, eligible veterans include:

- (a) A person who served in the U.S. Armed Forces and who was discharged or released under conditions other than dishonorable.
- (b) Vietnam era veterans who served for a period of more than 180 days, any part of which was between August 5, 1964, and May 7, 1975, and were discharged under conditions other than dishonorable.
- (c) Disabled veterans with a minimum compensable disability of 30 percent, or a veteran who was discharged for disability.

Failure to execute this representation will be deemed a minor informality and the bidder or offeror shall be permitted to satisfy the requirement prior to award (see FAR 14.405).

(End of Provision)

52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)

(a) Definition. "Women owned business concern", as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program representations, of this solicitation.]*

The offeror represents that it [] is a women-owned business concern.

(End of provision)

METHOD OF PAYMENT:

Offerors must complete the following representation: Electronic Funds Transfer. The offeror represents as part of its offer that it X is, is not currently established with the VA to receive electronic funds transfer. If the offeror represents it is not currently established for electronic funds transfer, the Standard Form 3881, ACH Vendor/Miscellaneous Payment, Enrollment Form is attached for use.

INSURANCE INFORMATION TO BE SUBMITTED BY CONTRACTOR:

Type:

Policy Limits:

Comprehensive General Liability
Bonding
Primary or Secondary Insurance
Workers Compensation

AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

Brandon A. Blatt, VP- 513/984-1800

(list names, titles, and telephone numbers of the authorized negotiators).

CONTACT FOR CONTRACT ADMINISTRATION

Offerors are requested to designate a person to be contacted for prompt contract administration.

NAME: Edwin B. Blatt pres. or Brandon A. Blatt vpres
TITLE: President Vice-pres.
ADDRESS: 9549 Montgomery Rd
Cincinnati, Ohio
ZIP CODE: 45242
PHONE NUMBER: 513/984-1800
FAX NUMBER: 513/984-4909

PART VII - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
1.	"SAMPLE" Survey Questionnaire regarding Primary Care Services
2.	Confidentiality Agreement (To be completed by all contract personnel)
3.	DVA Computer User Access Notice (To be completed by all trained contract personnel with access to DVA electronic information)
4.	Application for Physicians, Dentists, Podiatrists, Optometrists (VA Form 10-2850)
5.	Application for Nurses and Nurse Anesthetists (VA Form 10-2850a)
6.	Application for Associated Health Occupations (VA Form 10-2850c)
7.	ACH Vendor/Miscellaneous Payment, Enrollment Form
8.	Solicitation Mailing List Application (VA Form SF-129)

"SAMPLE SURVEY QUESTIONNAIRE"

About Your VA Clinic Visits

Please read each question and fill in the box that best describes today's clinic visit with:

1. Were you able to get this clinic appointment as soon as you wanted?
☐ Yes
☐ No
2. Were you able to schedule this appointment the first time you tried?
☐ Yes
☐ No
3. On the day of the appointment, how long did you wait in line to check in?
☐ Less than 15 minutes
☐ 16-30 minutes
☐ Greater than 30 minutes
4. How long after the time when your appointment was scheduled to begin did you wait to see the provider?
☐ No wait
☐ 1-10 minutes
☐ 11-20 minutes
☐ 21-30 minutes
☐ 31-60 minutes
☐ More than 1 hour
☐ Can't remember
5. Do you think your problem should have been handled sooner?
☐ Yes
☐ No
☐ Never needed help
6. When you asked question, did you get answers you could understand?
☐ Yes, always
☐ Yes, sometimes
☐ No
☐ Didn't ask any questions
7. Did your provider explain why you needed tests in a way that you could understand?
☐ Yes, completely
☐ Yes, somewhat
☐ No
☐ Didn't need any tests
8. Did your provider explain the results of any tests or procedures in a way that you could understand?
☐ Yes, completely
☐ Yes, somewhat
☐ No
☐ Did not get results yet
☐ Did not need explanation
☐ Didn't need any tests
9. Did someone explain the purpose of any prescribed medicines in a way you could understand?
☐ Yes, completely
☐ Yes, somewhat
☐ No
☐ Already knew
☐ No medicines prescribed
10. Did someone tell you about the side effects of your medicines in a way you could understand?
☐ Yes, completely
☐ Yes, somewhat
☐ No
☐ Already knew
☐ No medicines prescribed
11. Did your provider explain what to do if problems or symptoms continued, got worse, or came back?
☐ Yes, completely
☐ Yes, somewhat
☐ No
12. Did you get as much information about your health and/or treatment as you wanted from your provider?
☐ Yes
☐ No
13. When you saw your provider, were you given a chance to explain the reasons for your visit?
☐ Yes
☐ No
☐ Provider already knew

- [illegible]

CONFIDENTIALITY AGREEMENT

Private and confidential information contained in patient records will be preserved and will not be accessible to or discussed with unauthorized persons. Disclosure and maintenance of confidentiality of privileged information will be governed and carried out according to the provisions of the Freedom of Information Act, the Privacy Act and any other related VA regulations, policies and procedures pertinent to the release of medical information.

"Disclosure", means the communication, transmission, or conveyance in any way of any confidential and privileged records, documents or information to any individual or organization in any form, by any means.

Improper disclosure is the disclosure of patient records to those who are not authorized access to records or documents.

BE IT KNOWN, that the Veterans Administration has or shall furnish to the Undersigned certain confidential information and as such, the Undersigned shall hold such information confidential and secret pursuant to the terms and conditions of this agreement.

1. The Undersigned agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever.
2. No copies may be made or retained of any information supplied.
3. At the conclusion of the stated work assignment or upon demand by the Veterans Administration, all information, including written notes, photographs, tapes, disks or memoranda shall be promptly returned to the Veterans Administration. The Undersigned shall retain no copies or written documentation relating thereto.
4. This information shall not be disclosed to any employee, consultant or third party unless said party agrees to execute and be bound by the terms of this agreement, and disclosure is first approved by the Veterans Administration.
5. The Undersigned acknowledges the information disclosed herein is proprietary and any person who willfully discloses such confidential and privileged patient information or trade secrets and in the event of any breach, except as authorized by regulation, shall entitle the Veterans Administration to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.
6. This agreement shall be binding upon signature to the benefit of the parties, their successors, and assigns.

SIGNATURE UPON THIS AGREEMENT ACKNOWLEDGES THAT THE ABOVE STATEMENT HAS BEEN READ AND IS UNDERSTOOD BY THE MIAMI VETERANS ADMINISTRATION MEDICAL CENTER, (THE UNDERSIGNED-PRINT NAME) _____, AND THE FIRM CONTRACTED WITH _____, ON THIS DATE _____.

IT IS THE RESPONSIBILITY OF THE COMPANY REPRESENTATIVE TO ENSURE THAT THE UNDERSIGNED HAS A FULL AND COMPLETE UNDERSTANDING OF THE ABOVE.

CONTRACTOR PERSONNEL (The Undersigned):

(Signature)

WITNESSED:

—

Witness

Company Representative

Witness

Company Representative

COMPUTER ACCESS AND CONFIDENTIALITY AGREEMENT

Department of Veterans Affairs
Medical Center
Miami, Florida 33125

NAME: _____

LOCATION: _____

"As an employee or contractor for the Veterans Health Administration (VHA), and as an authorized user of the computer systems of the Department of Veterans Affairs (VA), I will have access to patient specific information, Federal data and computer systems. Especially computer systems within or accessible by VHA staff, to perform the duties of my job. I understand the following policies apply to these data and computer systems:

- (1) I will safeguard the security codes(s), (e.g., VISTA access and verify codes) given to me. I may use my access security codes in the performance of my official duties. I may not exceed the access authority provided by my security codes. I acknowledge that I am strictly prohibited from disclosing my security code(s) to anyone for any reason except to the facility Information Security Officer (ISO), VHA ISO or Regional ISO. This includes my family, friends, fellow workers, supervisors, and subordinates.
- (2) I acknowledge that I am not to use anyone else's security code(s) to obtain access to VA or Federal computer systems. I understand that I will be held accountable for all work performed or changes made to the system and/or databases under my security code(s) and that I am not to allow anyone else to access a computer using my security code(s).
- (3) I understand that all data to which I may obtain access is and will remain the property of VA. I understand that, as an employee, I have an obligation to protect data and information which the loss, misuse, or unauthorized modification of or unauthorized access to could adversely affect the conduct of VA or other Federal programs. Further, I am aware that information about individuals is confidential (especially patient specific information) and must be protected by law and regulations from unauthorized disclosure.
- (4) "Access to the CPRS executable or any other VHA software in no way implies the ability to copy, distribute, download or install the software on other machines or for other individuals.
- (5) I understand that VA electronic mail is to be used for official government business only. I am not authorized to use electronic mail either for personal messages not related to the performance of my official duties or in lieu of personal telephone calls.
- (6) I understand that the ISO and computer staff will monitor the amount, types and contents of messages sent by individuals on electronic mail, and that reports will be generated regularly about how electronic mail is used by individual employees, including myself.

(7) I understand that improper access to, or unauthorized modification or disclosure of data (obtained through the computer or otherwise) may subject me to the imposition of criminal penalties and/or disciplinary or adverse action, as appropriate, under VA employee conduct regulations. Similarly, if I exceed my computer system access authority or use that authority to engage in conduct outside the scope of my official duties, I may also be subject to disciplinary or adverse action, as appropriate and criminal prosecution.

(8) I understand that I am not to use my access authority to a VA or other federal computer system, particularly electronic mail, for any purpose other than performance of my official duties. Specifically, I may not access, disclose or change data except as authorized by VHA officials, including my supervisor, ISO, and computer staff.

(9) I understand that I may have disciplinary or adverse action, as appropriate, taken against me and may be prosecuted if I use electronic mail for any purpose other than performance of VA business within the scope of my official duties.

(10) Except as otherwise provided by law or regulation any individual upon request may gain access to his or her record or to any information pertaining to him or her, which is contained in any system of records maintained by the Veterans Administration. The individual will be permitted, and upon his or her request, a person of his or her own choosing permitted to accompany him or her, to review the record and have a copy made of all or any portion thereof in a form comprehensible to him or her. The Veterans Administration will require, however a written statement from the individual authorizing discussion of that individual's record in the accompanying person's presence.

(11) I affirm that I have read and understand the provisions and intent of this notice and the importance of preserving computer access security and patient confidentiality.

(12) Unless and until I am released in writing by an authorized representative of the Department of Veterans Affairs, I understand that all conditions and obligations imposed upon me by this notice apply during the time I am granted access to a VA or other Federal computer systems and at all times thereafter."

(13) I have reviewed and will abide with the facility's security policies and procedures.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____